

MMPAC

MassMutual Political
Action Committee

Massachusetts Mutual Life Insurance Company
117 State Street
Springfield, MA 01101-3001
2003 APR 20 P 1:05 (413) 744-2746

March 17, 2007

Federal Election Commission
999 East Street, NW
Washington, DC 20463

Attention: Julie A. Fleming, Campaign Finance Analyst

ID No: C00118943
Massachusetts Mutual Life Insurance Company Political Action Committee (MMPAC)

Reference: 30-Day Post-General Report (10/19/06-11/27/06)
2006 Year End Report (11/28/06-12/31/06)

Dear Ms. Fleming:

A detailed response follows for your request dated March 21, 2007 to amend the above-referenced FEC reports to include Schedules C & C1 (loans received and loan payments made), as well as provide signed documentation for the loan activity and 'Line of Credit' established for MMPAC (ID: C00118943).

Enclosed please find a copy of the original loan agreement dated January 22, 2004 between MMPAC and the MassMutual Federal Credit Union, establishing a \$15,000 line of credit for MMPAC, covering the draws made for the following reporting periods:

30-Day Post General Report (10/19/06-11/27/06):

- ✓ Schedule C & C-1 prepared & filed (*30-Day Post General report electronically amended 4/19/07*)
- ✓ Signed copies of Schedule C & C-1 enclosed for the following transactions:
- ✓ **Schedule A - Line of Credit draw:** during the period totaling \$6,500 (Schedule C-1)
\$4,000 (11/13/06)
\$1,700 (11/14/06)
\$ 800 (11/20/06)
\$6,500
- ✓ **Schedule B - Loan Repayment:** Repayment made 11/22/06 in the amount of \$2,500 (Schedule C)
Note: Balance of \$4,000 is repaid on 11/30/06 and reported in the Yr-End report.

Year End Report (11/28/06-12/31/06)

- ✓ Schedule C & C-1 prepared & filed (*Year-End report electronically amended 4/19/07*)
- ✓ Signed copies of Schedule C & C-1 enclosed for the following transaction:
- ✓ **Schedule B - Loan Repayment:** Repayment on 11/30/06 in the amount of \$4,000 (Schedule C)
Note: Cumulative repayment of \$6,500 loan spans two reporting periods; paid in full by 11/30/06.

In addition, while your initial request for amendments only references the above time periods, during the June-July 2006 timeframe, the line of credit was used and reported; therefore, I have also made amendments to include copies of Schedules C & C-1 for the following reporting periods:

July 20th Monthly (06/01/06-06/30/06):

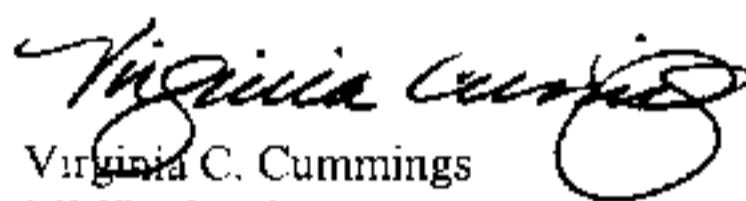
- ✓ Schedule C & C-1 prepared & filed (*July 20th Monthly electronically amended 4/19/07*)
- ✓ Signed copies of Schedules C & C-1 enclosed for the following transaction:
- ✓ **Schedule A – Line of Credit Draw:** On 6/30/2006, a \$1,000 draw on line of credit (Schedule C-1)

August 20th Monthly (07/01/06-07/31/06):

- ✓ Schedule C & C-1 prepared & filed (*August 20th Monthly electronically amended 4/19/07*)
- ✓ Signed copies of Schedules C & C-1 enclosed for the following transaction:
- ✓ **Schedule A – Line of Credit Draw:** Cumulative total of \$10,400 drawn as follows (Schedule C-1)
\$ 5,000 (07/03/06)
\$ 5,400 (07/05/06)
\$10,400
- ✓ **Schedule B – Loan Repayment:** Repayment on 07/06/06 in the amount of \$11,400 (Schedule C)
Note: The \$1,000 was drawn on the last day of the prior month & loan was paid in full on 7/6/06 for all three draws (6/30; 7/3; 7/5) – loan repayment reported on Schedule B for that reporting period (Aug 20th).

I believe this letter of explanation and the amended reports satisfies your request for proper documentation & clarification. Please let me know if you have any questions or need additional information.

Sincerely,



Virginia C. Cummings
MMPAC Administrator
(413) 744-5777

MASSMUTUAL LIFE INS CO.
POLITICAL ACTION COMMITTEE
BRUCE C. PRISBIE
1295 STATE ST., SPRINGFIELD, MA 01101

MASSMUTUAL FEDERAL
CREDIT UNION
1295 STATE STREET
SPRINGFIELD, MASSACHUSETTS 01111-0001

No. 58990
Date 1-22-04
Trans. Acct. # 58975
Line of Credit \$ 15,000.00
Triggering Balance \$ 0.00

Minimum Advance \$ 100.00
Minimum Balance \$ N/A
Draw Period N/A
Repayment Period DUE THE 20TH OF
EVERY MONTH

Maturity Date
Billing Cycle: Ends on the last day
of every month
Payment Date the 15th day
of every month

OVERTDRAFT PROTECTION

GENERALLY: When we use the term "loan account balance" in this agreement, we mean the sum of the unpaid principal of loans made under this plan, plus unpaid finance charges which have accrued; plus credit insurance premiums which are due. The term "transaction account" means the account you have with us, the account number of which is listed at the top of the form on the line labeled "Trans. Acct. #." The term "Line of Credit" means the maximum amount we will ordinarily allow the unpaid principal of your loan account balance to be at any one time.

If any term in this agreement violates any law or for some other reason is not enforceable, that term will not be a part of this agreement. The other terms in this agreement will remain effective, however. This agreement is subject to the laws of the state where we are located, our by-laws and any applicable Federal laws.

REQUESTING A LOAN: You request a loan under this plan whenever you draw your transaction account below the "triggering balance" listed above. You can draw against your account and obtain a loan by the following methods:

- You write a share draft or check.
- You request a withdrawal in person.
- You request a withdrawal by telephone.
- You request a withdrawal by mail.
- You authorize us to make a payment to a third person or another account.
- Online Home Banking.

HOW THE LOAN IS ADVANCED: When you request a loan, we will, subject to any limitations contained in this agreement, advance exactly the amount you request, so long as the requested amount equals or exceeds the minimum advance listed above. We will make the advance by depositing the amount in your transaction account, by advancing the money directly to you, or by paying a designated third person or account, depending on how we agree to make the advance. We will record the amount as a loan in your loan account.

If your request is for less than the minimum advance, we may, at our option, grant the request. However, granting the request does not mean we will be required to grant requests for less than the minimum advance in the future. We always have the option to deny any such request.

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed above. We may, at our option, grant such a request without obligating ourselves to do so in the future, and any amounts so advanced will be subject to this agreement.

HOW FINANCE CHARGES ARE COMPUTED: Finance charges begin to accrue immediately when we make a loan to you. At no time will there be a period during which the finance charge will not be imposed. To figure the finance charge for a billing cycle, we apply a daily periodic rate of finance charge to the "average daily balance" of your loan account for the billing cycle. We then multiply that figure by the number of days in the billing cycle. The average daily balance is computed as follows: First, we take your loan account balance at the beginning of the day and subtract any unpaid finance charges and credit insurance premiums (if any) that are due. Next, we subtract the portion of any payments or credits received that day which apply to the repayment of your loans. (A portion of each payment you make is applied to finance charges and credit insurance premiums, if any.) Then we add any new loans made that day. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

The daily periodic rate of FINANCE CHARGE is _____% which corresponds to an ANNUAL PERCENTAGE RATE of 12%. The annual percentage rate includes interest and not other costs.

HOW YOU REPAY YOUR LOANS: On or before each payment date you agree to make a minimum payment to reduce your debt. The minimum payment is the greater of \$15.00 or the sum of the following two items: (1) 3% of the principal balance of your loan account on the last day of the last billing cycle in which we make an advance to you, and (2) any finance charges or other charges due.

ADDITIONAL REPAYMENT TERMS: If your loan account balance on a payment date is less than the minimum payment amount, you must pay only the loan account balance.

If you fail to make a payment, we may, but are not required to, advance money to you to make the payment. All the terms of this agreement would apply to such a loan.

You can pay off all or part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic minimum payment.

The amount you pay will be applied first to any charges you owe other than principal and finance charges, then to any finance charges that are due, and finally to principal.

AUTOMATIC WITHDRAWAL: If checked, you authorize us to automatically withdraw your payment from your transaction account on each payment date. If your transaction account does not have enough money in it to make the minimum payment, we may, but are not required to, lend you money to make the payment. All the terms of this agreement will apply to such a loan. If your loan account balance is less than the minimum payment amount, we will withdraw only the amount necessary to reduce your loan account balance to zero.

SET-OFF: You agree that we may set-off any amount due and payable under the terms of this agreement against your right to receive money from us. Your right to receive money from us includes any deposit or share account balance you have with us; any money owed to you on an item presented to us or in our possession for collection or exchange; and, any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this agreement" means the total amount of which we are entitled to demand payment under the terms of this agreement at the time we set off.

In addition to our right of set-off, we may also have rights under a "statutory lien." A "statutory lien" means our right under state or federal law to establish a right in or claim to your shares and dividends to the extent of any outstanding financial obligations that you have with us. If we have a statutory lien and you are in default, we may without further notice, attach the statutory lien to your account and enforce it on your shares and dividends to the extent of any amount due and payable under the terms of this agreement.

We may exercise our set-off and statutory lien rights unless prohibited by applicable law. For example, our set-off and statutory lien rights do not apply to an Individual Retirement Account; other tax-deferred retirement account; or federal benefit, wage, salary and retirement payments held in an electronic transfer account (ETA). In addition, our set-off and statutory lien rights do not apply to an account or other obligation if your rights arise only in a representative capacity or if you can obtain credit under this agreement by using a credit card.

SECURITY: We have secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument dated _____) in the following property, described by item or type:

Property securing any other loans that you have with us may also secure this agreement.

Filing fees \$ _____

You may buy property insurance from anyone you want who is acceptable to us. If you buy the insurance from or through us, your premium will be _____.

Not applicable unless checked here.

We have also secured your obligations under this plan with the following pledge agreement:

Pledge Agreement

By signing below you pledge \$ _____ of shares held in account # _____ as security for your obligations under this open-end credit agreement. After we disburse funds to you according to this plan, you will not be permitted to withdraw any pledged shares from this account without the approval of our loan officer or credit committee. However, you may withdraw any shares in this account that exceed the amount of your credit limit. We reserve the right to obtain the approval of any co-makers who sign this credit agreement before releasing any pledged shares.

X _____ Signature of Borrower/Account Owner

X _____ Signature of Borrower/Account Owner

Any person who signs in this space does so to give us a security interest in the account pledged above but assumes no personal obligation to pay this obligation.

Name _____

Date _____

CHANGING THE TERMS OF THIS AGREEMENT: We reserve the right to change any term in this agreement. However, no change will be effective until at least 15 days after we send written notice to you of the change. We will send the notice to your address listed above. (You should inform us of any change in address.)

This agreement can be cancelled by you or by us at any time, upon giving notice. However, you must still pay all you owe under this agreement even if it is cancelled.

We also reserve the right to call due at certain times your entire loan account balance. We can only exercise this right during a 30-day period following the dates listed below. If we exercise this right, we will send you a written notice specifying the date on which payment is due.

Call option dates: _____

Regardless of the repayment system contracted for elsewhere in this agreement, your entire loan account balance will be due on _____.

ADDITIONAL CHARGES: You agree to pay the following additional charges:

- A late charge on any payment not paid within 15 days of the payment date of 10% of the outstanding balance or \$10.00, whichever is less.

- A charge of \$18.00 per overdraft.

ATTORNEY'S FEES: Except when prohibited by law, if you default on this obligation or become involved in any bankruptcy proceedings, you agree to pay all costs we incur (including reasonable attorney's fees and court costs) to collect or enforce this debt.

NOTICE: See the reverse side for additional terms and for information about your rights in the event of a billing error.

SIGNATURES: By signing below, you agree to the terms on both sides of this agreement, and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on today's date.

Signature _____

Signature _____

By: _____

(Signature of Authorized Bank/Bankers of Credit Union)

Signature of Witness: _____

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Form OCP-DL-CU-MA 9/21/2000 136908-030 Custom

SCHEDULE C (FEC Form 3X)
LOANS

Use separate schedule(s)
 for each category of the
 Detailed Summary Page

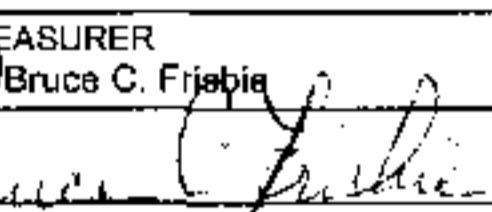
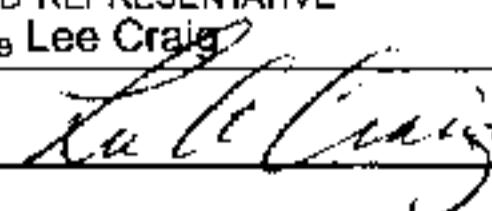
PAGE 1 OF 1
 FOR LINE 13 OF FORM 3X

NAME OF COMMITTEE (In Full) Massachusetts Mutual Life Insurance Company Political Action Committee					
LOAN SOURCE Full Name (Last, First, Middle Initial) MassMutual Federal Credit Union				Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify) ▼	
Mailing Address 1295 State Street					
City Springfield	State MA	ZIP Code 01111			
Original Amount of Loan \$6,500.00	Cumulative Payment To Date \$2,500.00			Balance Outstanding at Close of This Period \$4,000.00	
TERMS Date Incurred Date Due Interest Rate Secured: 11 13 2006 11 30 2006 12.00 % (apr) ✓ Yes No					
List All Endorsers or Guarantors (if any) to Loan Source					
1. Full Name (Last, First, Middle Initial)			Name of Employer		
Mailing Address			Occupation		
City	State	ZIP Code	Amount Guaranteed Outstanding:		
2. Full Name (Last, First, Middle Initial)			Name of Employer		
Mailing Address			Occupation		
City	State	ZIP Code	Amount Guaranteed Outstanding:		
3. Full Name (Last, First, Middle Initial)			Name of Employer		
Mailing Address			Occupation		
City	State	ZIP Code	Amount Guaranteed Outstanding:		
4. Full Name (Last, First, Middle Initial)			Name of Employer		
Mailing Address			Occupation		
City	State	ZIP Code	Amount Guaranteed Outstanding:		
SUBTOTALS This Period This Page (optional) ► \$4,000.00					
TOTALS This Period (last page in this line only) ► \$4,000.00					
Carry outstanding balance only to LINE 3, Schedule D, for this line. If no Schedule D, carry forward to appropriate line of Summary.					

SCHEDULE C-1 (FEC Form 3X)
LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

Federal Election Commission, Washington, D.C. 20463

Supplementary for
 Information found on
 Page 1 of Schedule C

NAME OF COMMITTEE (In Full) Massachusetts Mutual Life Insurance Company Political Action Committee		FEC IDENTIFICATION NUMBER C C00118943
LENDING INSTITUTION (LENDER) Full Name MassMutual Federal Credit Union	Amount of Loan \$6,500.00	Interest Rate (APR) 12
Mailing Address 1295 State Street	Date Incurred or Established 11 13	2006
City Springfield	Date Due 11 30	2006
A. Has loan been restructured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, date originally incurred		
B. If line of credit, Amount of this Draw: \$6,500.00 Total Outstanding Balance: \$4,000.00		
C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)		
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: Monthly payroll & ACH deposits		What is the value of this collateral? \$25,000.00
		Does the lender have a perfected security interest in it? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify:		What is the estimated value?
A depository account must be established pursuant to 11 CFR 100.82(e)(2) and 100.142(e)(2). Date account established: _____ Location of account: _____ Address: _____ City, State, Zip: _____		
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.		
G. COMMITTEE TREASURER Typed Name <u>Mr. Bruce C. Friebie</u> Signature 		DATE 04 17 2007
H. Attach a signed copy of the loan agreement.		
I. TO BE SIGNED BY THE LENDING INSTITUTION: I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above. II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness. III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.82 and 100.142 in making this loan.		
AUTHORIZED REPRESENTATIVE Typed Name <u>Lee Craig</u> Signature 		DATE 04 17 2007
Title Vice President		